IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

THIRD PARTY NOTICE NO. 3 OF 2005
IN
SUIT NO. 2117 OF 2003

C.P. Ships (U.K. Ltd and Anr. .....PLffs
vs.
United Liner Agencies ....Defn no.1
Applicant
STC Movers Ltd ....Defnd no.2
Resp in third party notice

D'souza i/b. K.R. Shriram for defendant no.1.

Mr. N.S. Rodrigues for second defendant/Resp in Third Party Notice.

CORAM: S.U. KAMDAR, J.

DATE : 26TH APRIL, 2005.

P.C.:.

1. This third party notice has been taken out by defendant no.1 as against the second defendant inter-alia praying that in an event of the claim being granted of the plaintiff against the defendant no.1

then the defendant no.2 should be made liable to make payment either jointly to the defendant no.1 or severally. It has been contended that the defendant no.2 is liable to make the payment of the claim to the plaintiff because of the agreement entered into between the defendant no.1 and defendant no.2 dated 31/7/1992 and the defendant no.1 was receiving part of the said amount towards transportation of the said goods. The said goods have been damaged in transit and thus it is the case of the first defendant that the second defendant is also liable to make the payment. The defendant no.2 has in turn filed an affidavit dated 31.1.2005 denying their liabilities. In the aforesaid view of the matter the present third party notice is directed to be heard alongwith the suit and the defendant no.2 will be entitled to file written statement in respect of the claim raised by the first as against them and the issues raised by the second respondent in respect to the said third party notice will be determined at the hearing of the suit. Third party notice is made absolute.

sd/-

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